

**Presentment Date and Time: June 3, 2025 at 12:00 p.m. (ET)**  
**Objection Deadline: June 2, 2025 at 4:00 p.m. (ET)**

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*Counsel for Debtors and Debtors-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
	: :
GOL LINHAS AÉREAS INTELIGENTES S.A.,	: Case No. 24-10118 (MG)
<i>et al.</i> , <sup>1</sup>	: :
	: :
Debtors.	: (Jointly Administered)
	: :
-----X	

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: GOL Linhas Aéreas Inteligentes S.A. (N/A); GOL Linhas Aéreas S.A. (0124); GTX S.A. (N/A); GAC, Inc. (N/A); Gol Finance (Luxembourg) (N/A); Gol Finance (Cayman) (N/A); Smiles Fidelidade S.A. (N/A); Smiles Viagens e Turismo S.A. (N/A); Smiles Fidelidade Argentina S.A. (N/A); Smiles Viajes y Turismo S.A. (N/A); Capitânia Air Fundo de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); Sorriso Fundo de Investimento em Cotas de Fundos de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); and Gol Equity Finance (N/A). The Debtors' service address is Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020 São Paulo, São Paulo, Federative Republic of Brazil.

**NOTICE OF PRESENTMENT OF  
STIPULATION AND AGREED ORDER BETWEEN  
THE DEBTORS AND COMPUTERSHARE TRUST COMPANY, N.A. REGARDING  
MASTER PROOF OF CLAIM ON BEHALF OF ALL HOLDERS OF GLIDE NOTES**

**PLEASE TAKE NOTICE** that the above captioned debtors and debtors-in-possession (the “Debtors”) hereby file the *Stipulation and Agreed Order Between the Debtors and Computershare Trust Company, N.A. Regarding Master Proof of Claim on Behalf of All Holders of Glide Notes* (the “Stipulation”).

**PLEASE TAKE FURTHER NOTICE** that the undersigned will present the Stipulation to the Honorable Martin Glenn, Chief United States Bankruptcy Judge for the Southern District of New York, One Bowling Green, New York, NY 10004 (the “Court”) **on June 3, 2025 at 12:00 p.m. (prevailing Eastern time)** (the “Presentment Date”) for approval and signature.

**PLEASE TAKE FURTHER NOTICE** that any objections or responses to the Stipulation shall: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the *Final Order Implementing Certain Notice and Case Management Procedures* [Docket No. 175]; (iii) be filed electronically with this Court on the docket of *In re GOL Linhas Aéreas Inteligentes S.A.*, Case No. 24-10118 (MG) by registered users of this Court’s electronic filing system (which is available on this Court’s website at <http://www.nysb.uscourts.gov>); and (iv) be served so as to be actually received by **June 2, 2025 at 4:00 p.m. (prevailing Eastern time)** (the “Objection Deadline”), by: (a) the Chambers of the Honorable Martin Glenn, Chief United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (b) the Debtors, c/o GOL Linhas Aéreas Inteligentes S.A., Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020 São Paulo, São Paulo, Brazil (Attn: Joseph W. Bliley, Chief Restructuring Officer); (c) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Evan R. Fleck, Esq., Lauren C. Doyle Esq., Bryan V. Uelk Esq., and Gregory A. Bray, Esq.), counsel for the Debtors; (d) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, One Bowling Green, Suite 534, New York, NY 10004-1408 (Attn: Annie Wells, Esq. and Rachael Siegel, Esq.); (e) the Securities and Exchange Commission, 100 F Street, NE, Washington, DC 20549; (f) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel); (g) the U.S. Attorney’s Office for the Southern District of New York, One St. Andrew’s Plaza, New York, NY 10007; (h) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019 (Attn: Brett H. Miller, Esq., Todd M. Goren, Esq., Craig A. Damast, Esq., and James H. Burbage, Esq.), counsel for the Official Committee of Unsecured Creditors; and (i) Emmet, Marvin & Martin, LLP, 120 Broadway, 32nd Floor, New York, NY 10271 (Attn: Thomas A. Pitta, Esq.), counsel for Computershare Trust Company, N.A.

**PLEASE TAKE FURTHER NOTICE** that if no objections or other responses are received by the Objection Deadline with respect to the Stipulation, the Debtors shall, on the Presentment Date, submit the Stipulation to the Court, which order the Court may enter without further notice or opportunity to be heard.

**PLEASE TAKE FURTHER NOTICE** that if a written objection is timely filed, the Court will notify the Debtors and the objecting parties of the date and time of the hearing with respect to the Stipulation and of the Debtors' obligation to notify all other parties entitled to receive notice. The Debtors and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

*[Remainder of page intentionally left blank]*

**PLEASE TAKE FURTHER NOTICE** that copies of the Stipulation can be viewed and/or obtained by: (i) accessing the Court's website at <http://www.nysb.uscourts.gov>, (ii) from the Debtors' claims and noticing agent, Kroll, at <https://cases.ra.kroll.com/GOL>, or by calling 844.553.2247 (U.S./Canada) (toll free) or +1.646.777.2315 (International) or by e-mail via [GOLInfo@ra.kroll.com](mailto:GOLInfo@ra.kroll.com). Note that a PACER password is needed to access documents on the Court's website.

Dated: New York, New York  
May 27, 2025

**MILBANK LLP**

*/s/ Evan R. Fleck*

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
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GOL LINHAS AÉREAS INTELIGENTES S.A.,	: Case No. 24-10118 (MG)
<i>et al.</i> , <sup>2</sup>	:
	:
Debtors.	: (Jointly Administered)
	:
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**STIPULATION AND AGREED ORDER BETWEEN  
THE DEBTORS AND COMPUTERSHARE TRUST COMPANY, N.A. REGARDING  
MASTER PROOF OF CLAIM ON BEHALF OF ALL HOLDERS OF GLIDE NOTES**

This stipulation and agreed order (the “Stipulation”) is entered into by and among (i) the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and (ii) Computershare Trust Company, N.A. (“Computershare”). Collectively, the Debtors and Computershare are referred to herein as the “Parties” and each a “Party.” The Parties hereby stipulate and agree as follows:

**RECITALS**

WHEREAS, on January 25, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern

<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: GOL Linhas Aéreas Inteligentes S.A. (N/A); GOL Linhas Aéreas S.A. (0124); GTX S.A. (N/A); GAC, Inc. (N/A); Gol Finance (Luxembourg) (N/A); Gol Finance (Cayman) (N/A); Smiles Fidelidade S.A. (N/A); Smiles Viagens e Turismo S.A. (N/A); Smiles Fidelidade Argentina S.A. (N/A); Smiles Viajes y Turismo S.A. (N/A); Capitânia Air Fundo de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); Sorriso Fundo de Investimento em Cotas de Fundos de Investimento Multimercado Crédito Privado Investimento no Exterior (N/A); and Gol Equity Finance (N/A). The Debtors’ service address is Praça Comandante Linneu Gomes, S/N, Portaria 3, Jardim Aeroporto, 04626-020 São Paulo, São Paulo, Federative Republic of Brazil.

District of New York (the “Court”) commencing cases under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”).

WHEREAS, on May 13, 2025, the Debtors filed their *Second Modified Third Amended Joint Chapter 11 Plan of GOL Linhas Aéreas Inteligentes S.A. and Its Affiliated Debtors* [Docket No. 1592] (as may be amended, modified, or supplemented from time to time, the “Plan”). The Court approved the associated disclosure statement [Docket No. 1388].

WHEREAS, on April 9, 2024, the Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Claim; (II) Approving Proof of Claim Forms, Bar Date Notices, and Mailing and Publication Procedures; (III) Implementing Procedures Regarding 503(b)(9) Claims and Administrative Claims; and (IV) Granting Related Relief* [Docket No. 447] setting the general bar date by which proofs of claim against the Debtors must be filed as June 14, 2024, at 11:59 p.m. (prevailing Eastern time).

WHEREAS, Computershare, as indenture trustee for the 5.00% Senior Secured Notes due 2026, issued by Gol Finance (Luxembourg) and guaranteed by GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (the “Glide Senior Notes”) and the 3.00% Subordinated Secured Notes due 2025, issued by Gol Finance (Luxembourg) and guaranteed by GOL Linhas Aéreas Inteligentes S.A. and GOL Linhas Aéreas S.A. (the “Glide Subordinated Notes” and together with the Glide Senior Notes, the “Glide Notes”) timely filed master proofs of claim against certain of the Debtors on account on behalf of the holders of all Glide Notes, represented by proofs of claim numbers 580, 593, 604, 2077, 2078, 2079, 2080, 2081, and 2082.

WHEREAS, on April 29, 2025, the Court entered an order disallowing proofs of claim numbers 580 (as amended and superseded by proof of claim number 2080), 593 (as amended and

superseded by proof of claim number 2082), and 604 (as amended and superseded by proof of claim number 2081) [Docket No. 1541].

WHEREAS, the Parties now desire to resolve the remaining master proofs of claim represented by proofs of claim numbers 2077, 2078, 2079, 2080, 2081, and 2082 (collectively, the “Master Glide Notes Claims”) as stipulated below.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED THAT:**

1. This Stipulation shall be effective upon the first date that each of the following have been satisfied and are in effect (such date, the “Effective Date”):

- (a) it is executed by the Parties hereto; and
- (b) this Stipulation has been approved by the Court.

Upon execution by the Parties, the Debtors agree that they will promptly file this Stipulation for approval by the Court. To the extent that the Court does not approve the terms of this Stipulation, the Parties’ respective rights and defenses with respect to the Master Glide Notes Claims shall be fully preserved and reserved.

2. The Debtors and Computershare have agreed to settle the amount of the Master Glide Notes Claims against Debtors Gol Finance (Luxembourg), GOL Linhas Aéreas S.A., and GOL Linhas Aéreas Inteligentes S.A. The Parties hereby agree that the Master Glide Notes Claims shall be deemed allowed non-priority secured claims (the “Allowed Claims”) against Gol Finance (Luxembourg), GOL Linhas Aéreas S.A., and GOL Linhas Aéreas Inteligentes S.A., as applicable, in the Debtors’ Chapter 11 Cases arising from the Glide Senior Notes and Glide Subordinated Notes, as applicable, subject to an aggregate recovery in the amounts in the “Agreed Amounts” column as set forth on **Exhibit A** hereto (the “Allowed Claim Amounts”); *provided*, that the

holders of the Glide Notes can only recover up to 100% of the Allowed Claim Amounts in total from Debtors Gol Finance (Luxembourg), GOL Linhas Aéreas S.A., and GOL Linhas Aéreas Inteligentes S.A. Except (i) as set forth in the “Agreed Amounts” column on Exhibit A or (ii) as otherwise provided herein, neither Computershare nor the holders of the Glide Notes shall hold any other claims against any of the Debtors with respect to the Glide Notes. The Allowed Claims shall be deemed “allowed” for all purposes in the Chapter 11 Cases.

3. Neither the Allowed Claims nor any of Computershare, the holders of the Glide Notes or any of their affiliates in connection with the Allowed Claims shall be (either directly or indirectly) (i) subject to any challenge, objection, reduction, counterclaim, or offset for any reason and (ii) subject to any objection, avoidance, or recovery actions under sections 502(d), 542, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code or any other applicable law. The Allowed Claims (and the treatment provided for such claims in the Chapter 11 Cases and under the Plan) shall constitute full and final satisfaction of the Master Glide Notes Claims with respect to the Glide Notes.

4. The Debtors’ claims and noticing agent (Kroll Restructuring Administration LLC) is authorized to take all actions necessary or appropriate to give effect to this Stipulation.

5. Computershare represents and warrants that, as of the date of this Stipulation, it has the authority to enter into this Stipulation and implement its duties set forth herein.

6. The Debtors represent and warrant that as of the date of this Stipulation, they have the authority to enter into this Stipulation and implement the matters set forth herein.

7. This Stipulation shall be governed and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws or choice of law provisions



thereof. The Parties consent to the jurisdiction of the Bankruptcy Court to resolve any disputes or controversies between them arising from or related to this Stipulation.

8. The Parties acknowledge that this constitutes the entire Stipulation between the Parties with respect to the subject matter hereof, and all prior negotiations and understandings with respect to the subject matter hereof are canceled and superseded by this Stipulation. The Parties agree that this Stipulation may not be varied in its terms by an oral stipulation or representation or otherwise, except by an instrument in writing of subsequent date hereof executed by all of the Parties.

9. This Stipulation shall be binding on and run to the benefit of the Parties, and all of their affiliates, assigns, and successors.

10. The Parties agree that this Stipulation constitutes a compromise of disputed claims, and that this Stipulation is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any of the Parties.

11. Each Party shall bear its own attorneys' fees and costs with respect to the execution and delivery of this Stipulation.

12. Each of the undersigned counsel represents that he or she is authorized to execute this Stipulation on behalf of his or her respective client.

13. This Stipulation may be executed in one of more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

14. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of all Parties hereto or further order of the Bankruptcy Court.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2025  
New York, New York

\_\_\_\_\_  
THE HONORABLE MARTIN GLENN  
CHIEF UNITED STATES BANKRUPTCY JUDGE

**STIPULATED AND AGREED TO BY:**

Dated: New York, New York  
May 27, 2025

**MILBANK LLP**

/s/ Evan R. Fleck

Evan R. Fleck

Lauren C. Doyle

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*Counsel for Debtors and Debtors-in-Possession*

Dated: New York, New York  
May 27, 2025

**EMMET, MARVIN & MARTIN, LLP**

By: /s/ Thomas A. Pitta

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Emmet, Marvin & Martin, LLP

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*Counsel for Computershare Trust Company, N.A.*

**EXHIBIT A**

<b>Claim No.</b>	<b>Debtor</b>	<b>Claimant</b>	<b>Glide Notes Issuance</b>	<b>Asserted Amount in Proof of Claim</b>	<b>Agreed Amount*</b>	<b>Treatment of Agreed Amount</b>
2077	GOL Linhas Aéreas Inteligentes S.A.	Computershare Trust Company, N.A.	Glide Senior Notes	\$142,173,817.31	\$141,662,259.15	Allowed
2078	Gol Finance (Luxembourg)	Computershare Trust Company, N.A.	Glide Senior Notes	\$142,173,817.31	\$141,662,259.15	Allowed
2079	GOL Linhas Aéreas S.A.	Computershare Trust Company, N.A.	Glide Senior Notes	\$142,173,817.31	\$141,662,259.15	Allowed
2080	GOL Linhas Aéreas S.A.	Computershare Trust Company, N.A.	Glide Subordinated Notes	\$66,179,051.45	\$66,035,973.51	Allowed
2081	GOL Linhas Aéreas Inteligentes S.A.	Computershare Trust Company, N.A.	Glide Subordinated Notes	\$66,179,051.45	\$66,035,973.51	Allowed
2082	Gol Finance (Luxembourg)	Computershare Trust Company, N.A.	Glide Subordinated Notes	\$66,179,051.45	\$66,035,973.51	Allowed

\*The holders of the Glide Senior Notes and Glide Subordinated Notes can only recover up to 100% of the Allowed Claim Amounts of \$141,662,259.15 and \$66,035,973.51, respectively, in total from Debtors Gol Finance (Luxembourg), GOL Linhas Aéreas S.A., and GOL Linhas Aéreas Inteligentes S.A.